If you were hired prior to January 1, 1981, and your period of work has been continuous (no service break) since December 31, 1980, the Company pays the entire cost of your coverage.

WHAT THE PLAN PAYS

Effective 7-1-90 for covered dental expenses, the Dental Assistance Plan will pay a maximum of \$1100 in benefits in a calendar year for you and \$1100 in a calendar year for each eligible dependent. There is no lifetime maximum for other than orthodontics.

The Plan pays 100 per cent of reasonable and customary charges for certain preventive and diagnostic care, called *Type A*.

"Reasonable and Customary Charge" means the actual fee charged by a dentist for a service rendered or a supply furnished, but only to the extent that the fee is reasonable, as determined by Provident, taking into consideration the following:

- The usual fee which the individual dentist most frequently charges the majority of his patients for a service rendered or a supply furnished, and
- The prevailing range of fees charged in the same area by dentists of similar training and experience for the service rendered or supply furnished, and
- Unusual circumstances or complications requiring additional time, skill and experience in connection with particular dental services or procedures.

For other kinds of care, called *Type B*, the Plan pays according to a schedule. The dollar amounts in the schedule are what the Plan will pay for a particular procedure, but not more than what the dentist charges. Before the *Type B* benefits can be paid, you pay the first \$25 of the *scheduled allowances* for you and each eligible dependent. A special provision (family limit) applies after the Deductible has been paid by three covered family members

during a 12-month period. When this happens, the deductible for your entire family will be satisfied for that period.

The \$25 deductible will be waived when one preventive treatment is obtained within 12 months prior to the date you incur **Type B Services.** This applies separately to each covered person once each calendar year.

"Preventive treatment" means routine cleaning and scaling of teeth (prophylaxis), sealants for children under age 13 and fluoride treatments that qualify as Type A Services.

In addition, the \$25 deductible will be waived for participants who have complete (upper and lower) dentures.

All listed covered expenses are subject to the clarifications on pages 4-8 of this booklet and are subject to currently accepted standards of dentistry.

TYPE A SERVICES – DIAGNOSTIC AND PREVENTIVE SERVICES

Type A services, for which the Plan pays 100 per cent of the reasonable and customary charges, are:

- Routine oral examinations, but not more than two examinations in a calendar year. These examinations are for diagnosing the oral health of the patient and determining the dental care required.
- Prophylaxis (cleaning and scaling of teeth), but not more than twice in a calendar year, when performed by a dentist or dental hygienist.
- Fluoride treatments, excluding prophylaxis
 - topical (local) application of sodium fluoride, but not more than four treatments in a calendar year, or
 - topical application of stannous fluoride, but not more than one treatment in a calendar year, or

- topical application of acid fluoride phosphate, but not more than once in a calendar year
 when performed by a dentist or dental hygienist.
- Space maintainers (for dependent children under age 19 only)
 - Installation of fixed or removable appliances designed only to maintain existing space created by the premature loss of deciduous teeth
- X-rays (dental X-rays, radiographs) include:
 - Full mouth X-rays, but not more than once in three consecutive calendar years
 - Supplementary bitewing X-rays, but not more than twice in a calendar year, and
 - Any dental X-ray required to diagnose a specific condition that needs treatment, except X-rays in conjunction with orthodontia and TMJ.

NOTE: X-rays must be furnished to Provident for impacted wisdom teeth extractions, gold restorations, crowns, dentures and bridgework to determine the appropriate payment level.

TYPE B SERVICES - OTHER COVERED SERVICES

Type B services, for which the Plan pays according to a schedule, are:

- Restorations (includes fillings, inlays, onlays and crowns): treatment necessary to restore the structure of a tooth or teeth that have major decay or fracture. Inlays, onlays and crowns are covered only when a less costly restoration would not restore the teeth. (See Alternate Procedures, page 13.)
- Oral Surgery: surgical procedures in and about the mouth.
- Endodontics (such as root canal work): procedures used for

- the prevention and treatment of diseases of the dental pulp, excluding sedative bases or liners and implantology.
- Periodontics: non-surgical and surgical procedures for treatment of the supporting area around the teeth.
- Prosthodontics: services to replace one or more teeth except third molars (wisdom teeth), extracted while the patient is covered under the Plan. Includes:
 - Initial installation of fixed bridgework including inlays and crowns to form abutments (supports)
 - Initial installation of removable partial or full dentures, including adjustments during the six-month period after they are installed
- Adding teeth to an existing removable partial denture or to bridgework because of additional extractions
- Installing a permanent full denture that replaces and is installed within twelve months of a temporary denture
- Replacing an existing removable partial denture, full denture or fixed bridgework, with a prosthesis of the same kind, provided the existing denture or bridge is at least five years old and cannot be made serviceable. The five-year limitation is waived if additional extractions require the replacement.
- Repairing or re-cementing inlays, crowns, bridgework, dentures, or re-lining of dentures
- Orthodontics: Services for the prevention and correction of malocclusion of teeth.

Effective 1-1-90 the maximum lifetime benefit payable for orthodontia is:

- (i) \$1000* for each covered person age 20 or over;
- (ii) \$1320*, for each covered person under age 20.
- *This maximum is separate and distinct from the Plan's \$1100 (effective 7-1-90) calendar year maximum for regular dental benefits.

If you are under age 20 and you reached the \$1,200 maximum lifetime benefit payable for orthodontia prior to January 1, 1990, you will be eligible for the increased maximum lifetime benefit only if you are still receiving active orthodontic treatment. The bands must still be in place.

- General Anesthesia: when medically necessary and administered in connection with oral surgery. However, anesthesia agents and local anesthesia are not covered expenses.
- Sealant Coverage (effective 7-1-90) One treatment per lifetime for participants age 13 and under. See payment schedules for amount of coverage.

ITEMS NOT COVERED BY THIS PLAN

The Plan does not cover charges for:

- Work done primarily for appearance (cosmetic) purposes, including facings on crowns and pontics posterior to second bicuspid
- Work done while not covered under this Plan, except as provided under the "Extension of Benefits" provision
- Replacement of teeth removed before coverage is effective
- Services which are in excess of reasonable and customary charges
- Appliances, restorations and procedures to alter vertical dimension and restore occlusion, including Temporomandibular Joint Dysfunction (TMJ).
- Replacing lost or stolen appliances
- Extra sets of dentures or other appliances
- Work that is otherwise free of charge to patients
- Work that is furnished or payable by the armed forces of any government
- Work that is furnished or paid for by any civil unit of any government



- Services or supplies not necessary for proper dental care
- Broken appointments
- Completion of claim forms or filing of claims
- Educational training programs, dietary instructions, plaque control programs
- Implantology (implants)
- Hospitalization for dental treatment, either in-patient or outpatient
- Additional charges beyond those for a less costly alternate treatment
- Treatment resulting from declared or undeclared war, insurrection, participation in a riot, or service in the armed forces of any government
- Work which is payable under Workers' Compensation or similar laws
- Splinting of teeth
- Services covered by any other health plan of this Company
- Anesthesia, except general anesthesia when medically necessary in connection with oral surgery
- Drugs or their administration
- Experimental procedures
- Services which are received as a result of accidental injury to teeth. (Accidental injury expenses may be covered under the Medical Assistance Plan.)

How The Plan Works - Examples

Example 1

An employee's wife went to the dentist for the first time since her coverage became effective. The dentist examined and took X-rays of the patient's teeth, charted her present dental condition and took a dental history. For all these *Type A* services, the dentist charged \$50.

As a result of the examination, the dentist filled 5 teeth (10 surfaces) and charged \$145 for these *Type B* services.

Explanation:

The Plan paid 100% of the charge for the *Type A* services — in this case \$50, which was determined to be reasonable and customary. For the *Type B* services, the schedule allowed \$135.

Assuming the patient had not obtained Type A preventive treatment in the last 12 months, the \$25 deductible would apply. So the Plan payment of Type B services was \$110.

Here is a summary of the claim payment:

	Dentist's Charge	Plan Pays	Employee Pays	
Type A Services	\$ 50	\$ 50	\$ 0	
Type B Services:	145	110*	35	
TOTAL:	\$195	\$160	\$35	

^{*}Scheduled allowance of \$135 minus deductible of \$25 equals \$110 benefit.

The employee has now satisfied the calendar year \$25 deductible for this dependent. All future claims during this calendar year for this dependent will be paid without a deductible.

Example 2

After a dentist's examination and X-rays revealed serious dental disease, an employee had to have three upper teeth extracted and replaced by a partial denture. The examination and X-rays are *Type A* services and the extractions and denture are *Type B* services.

Assuming this patient had already satisfied the calendar year \$25 deductible, here is a summary of the claim payment.

SCHEDULE II

	Dentist's Charge	Plan Pays	Employee Pays
Type A Services: Examination and X-rays:	\$ 40	\$ 40	\$ 0
Type B Services:			
Extractions	70	53	17
Denture	_500	370	130
TOTAL:	\$610	\$463	\$147

Note: Because of the nature and complexity of the dental treatment required, predetermination of benefits was used. This is explained on page 12.

Example 3

An employee's child (age 16) was found to have malocclusion, and required corrective orthodontic treatment to remedy the condition. Orthodontic treatment is always a *Type B* expense.

Assuming the patient obtains Type A preventive treatment on a regularly scheduled basis, the \$25 deductible will be waived each calendar year. Here is a summary of the claim payment:

Date of Service	Service	Dentist's Charge	Plan Pays	Employee Pays
December 1990	Preliminary study with x-rays, diagnostic casts and treatment plan.	\$100	\$87	\$13

Date of Service	Service	Dentist's Charge	Plan Pays	Employee Pays
January 1991	First month of active treatment including appliances.	600	446	154
February 1991 thru April 1992	Active treatment per month after first month at \$60 per month.	900	787*	113
May 1992 thru February 1993	Active treatment per month after first month at \$60 per month	600	0	600
TOTAL:	·	\$2,200	\$1,320	\$880

^{*}Patient reached the \$1,320 lifetime orthodontic maximum.

PREDETERMINATION OF BENEFITS

Predetermination of Benefits allows you to know what services are covered and what payments will be made for treatment performed before the work is done. If you or one of your covered family members plan to incur dental expenses over \$200 (such as expenses for dentures, crowns or root canal therapy), you should ask your dentist to file for Predetermination of Benefits. This assures that both you and the dentist will know in advance just what part of the dentist's charges the plan will pay. Here's how it works:

- The dentist informs Provident of the proposed course of treatment by itemizing the services and charges on the claim form which you provide
- Provident then determines the amount the Plan will pay and informs you and the dentist of its payment decision. You and your dentist should discuss the result before the work is done.

Predetermination of Benefits will help you avoid surprises. Most dentists are familiar with predetermination procedures. As a reminder the Plan has a maximum amount that it will pay in a calendar year.

If you do not request Predetermination of Benefits, Provident will pay the claim based on whatever information it has available. Predetermination of Benefits could save you money (see section on Alternate Procedures).

If your dentist submitted a treatment plan for Predetermination of Benefits and then changes the plan. Provident will adjust its payments accordingly. If the dentist makes a major change in the treatment plan, the dentist should send in a revised plan.

Note: As indicated on the Claim Form's Instruction Sheet. X-rays must be submitted to Provident for all crowns, bridgework, dentures, gold restorations and impacted teeth extractions for a determination of payment levels.

ALTERNATE PROCEDURES

Often there is more than one way to treat a particular dental problem. For example, either a crown or filling could be used to restore a tooth. Also, choices can be made regarding materials to be used - for example, precious metal or plastic. Provident will pay the lower schedule amount, provided the treatment meets acceptable dental standards. Whenever the Alternate Procedures provision is applied, Provident's Dental Consultant reviews the claim.

If you and the dentist decide upon the more costly treatment. then you would be responsible for the additional charges beyond those for the less costly alternate treatment paid by Provident.

COORDINATION OF BENEFITS

The Plan has a Coordination of Benefits feature. This means that if you or other members of your family are covered by another group dental plan, payments from all the plans combined will not exceed 100% of the allowable expenses. An allowable expense is any necessary, reasonable and customary charge for dental services or treatment covered in whole or in part under the



Dental Assistance Plan. Any items contained in the list of exclusions of this Dental Assistance Plan will not be considered an allowable expense even if they are covered under another plan.

When claims are made under this Dental Assistance Plan and the patient is also covered by another group plan, it must first be determined which plan has primary responsibility and which plan has secondary responsibility.

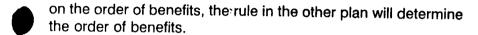
When the other plan has a coordination of benefits provision, here's how primary responsibility is determined.

This Dental Assistance Plan Employee Is	Other Insurance	Dental Expenses of	Who Pays First	Who Pays Second
Husband	Wife's	Husband	We do_	They do
	Employer	Wife	They do	We do
		Child	*	*
Wife	Husband's	Husband	They do	We do
	Employer	Wife	We do	They do
		Child	*	*

^{*}When this plan and another plan covers the same child as a Dependent of different persons, called "parents":

- a. the benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in the year.
- b. if both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time.

However, if the other plan does not have the rule described in (a) immediately above, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree



When the other plan does not have a Coordination of Benefits provision, that plan is always primary and will pay first.

When primary, this Dental Assistance Plan will provide its regular benefits. When this Dental Assistance Plan is secondary, it may be necessary to reduce the amounts payable to avoid a combined benefit payment (from both plans) in excess of 100% of covered allowable expenses.

HOW TO FILE A CLAIM

When you or a covered member of your family plan a visit to the dentist, make sure to fill out Part 1 of the claim form according to the instructions on the form. The dentist will fill out Part 2.

Part 1 includes:

- Authorization for the dentist to release necessary information to Provident so it may process your claim. This authorization must be signed as described on the form
- Authorization for Provident to pay the dentist directly for work performed for you and members of your family
- The employee must sign the claim form to certify the accuracy of the information given in Part 1.

Part 2 is completed by the dentist.

X-rays must be submitted with the claim form whenever the treatment plan contains charges for the extraction of impacted teeth, gold restorations, crowns, dentures and bridge work. X-rays will be returned promptly.

A claim should be filed when a course of treatment is complete. Make sure that all lines are completed on the claim form to eliminate a delay in processing your claim.

If you need claims forms, call Provident on one of the toll free numbers listed inside the front cover of this booklet.

QUESTIONS ON CLAIMS

If you have a question about Provident's decision on your claim, you should contact Provident's Dental Claim Unit. When discussing your claim, please refer to the explanation of payment, the claim form and other correspondence you may have received from Provident. Use the toll-free telephone number shown on the claim form to contact Provident.

WHEN YOUR DENTAL COVERAGE STOPS

Dental Assistance Plan coverage for you and your dependents will stop at the end of the month you leave the company, die, or when you fail to make required premium payments while on approved leave of absence or layoff. Coverage ceases for dependents when they are no longer eligible. (For special coverage extension, see COBRA Continuation of Coverage Requirements on page 28 of this booklet.)

An employee with 10 or more years of service who terminates under the Career Alternative Plan (CAP) will be eligible for 36 months of continued coverage at the Company's expense. The participant must provide adequate documentation that he/she is attending an accredited post secondary educational institution on a full-time or equivalent basis. For a minimum of an academic year or its equivalent, or is teaching full-time for an academic year at an accredited primary, secondary, or post secondary educational institution.

The Plan will not pay for services or supplies furnished after coverage stops, even if Provident has predetermined the payments for a treatment plan submitted before you leave the Company. But under the "Extension of Benefits" provision, the Plan will pay the scheduled amounts for:

 A prosthetic device (such as full or partial dentures) if the dentist took the impressions and prepared the abutment teeth

- while the patient was covered, and delivers and installs the device within two calendar months after the coverage stops
- A crown if the dentist prepared the tooth for the crown while the patient was covered by the Plan, and installs the crown within two calendar months after the coverage stops
- Root canal therapy if the dentist opened the tooth while the patient was covered, and completes the treatment within two calendar months after the coverage stops.

LEAVE OF ABSENCE OR LAYOFF

While you are on an approved leave of absence other than for military service, you can continue your dental assistance coverage by paying the full cost of the plan for yourself and your eligible dependents. If you decide not to pay the cost, your coverage will stop at the end of the month you go on leave. Coverage will resume on the first of the month after you return to work. If you are eligible for Company paid coverage and take a leave of absence for the care of a newborn child, or for dependent care, the Company pays the full cost of coverage for the first six months.

If you are laid off, you can continue your dental assistance coverage for 90 days by paying the full cost of the plan for yourself and your dependents. If you decide not to pay the cost, your coverage will stop at the end of the month in which you are laid off. Coverage will resume on the first of the month after you return to work.

RETIREMENT

If you retire from the Company on a service or disability pension, the Company currently intends to continue your coverage and coverage for your eligible dependents, who were covered prior to the date of your retirement, during your retirement through the last day of the month in which you die. However, the Company reserves the right to change or modify coverage, including reduction, elimination of coverage, or requiring retirees to pay all or a greater portion of the cost of coverage, at its discretion.

NOTE: If you retire on or after January 1, 1988, you may provide coverage for any eligible dependent (other than your spouse) added to your contract by paying the full premium rate for each additional dependent.

Also, if you go to work for a BellSouth competitor within your first five years of retiring from BellSouth, your coverage and your dependents' coverage will end on the last day of the month your new employment begins and it will not be reinstated once terminated.

Service Or Disability Pension Effective On Or After January 1, 1992

The cost of coverage for you, your spouse and for your other Class I dependents whose coverage **began before your retirement** will be paid by the Company beginning in 1993 and each year thereafter up to the 1990 actual cost level.

Your share of the cost in 1993 and each year thereafter will be the excess of the annual cost for the year two years prior to 1993 or each year thereafter over the 1990 cost. For example, the annual cost in 1993 would be determined by subtracting the 1990 cost from the 1991 cost. The 1994 cost would be determined by subtracting the 1990 cost from the 1992 cost.

OTHER IMPORTANT INFORMATION

INTRODUCTION

In 1974, Congress enacted the Employee Retirement Income Security Act (ERISA) to safeguard your interests and those of your beneficiaries under your employee benefit plans. As ERISA requires, this Section provides additional information about your benefits as well as a statement of your rights and protections under this law.

FUNDING

BellSouth currently provides for the payment of Plan benefits through one of the two established Trusts. One Trust is for management employees and the other is a negotiated Trust that covers non-management employees. These Trusts fund post-retirement and active health benefits for employees and their covered dependents. The Trusts also accept participant contributions for dental coverage. In addition, the Companies make periodic contributions to the Trusts to meet the Plan's obligations. The Trustee of both Trusts is:

Citizens & Southern National Bank Suite 1000 33 North Avenue Atlanta, Georgia 30308

NAME AND TYPE OF PLAN

The name of this Plan is the BellSouth Dental Assistance Plan. The Plan is classified under the Employee Retirement Income Security Act of 1974 as a "welfare plan".

PLAN ADMINISTRATOR

The Plan Administrator is BellSouth Corporation; Room 7B09; 1155 Peachtree Street, N.E., Atlanta, Georgia 30367-6000.

BellSouth has delegated responsibility for handling Plan administrative services for each Company as follows:

- BellSouth Enterprises, Inc.
- BellSouth Communications, Inc.
- BellSouth Financial Services Corporation
- BellSouth Information Systems, Inc.
- BellSouth International, Inc.
- BellSouth Resources, Inc.
- Sunlink Corporation Secretary

BellSouth Enterprises Employees' Benefit Committee

Suite 803

1201 Peachtree Street, N.E.

Atlanta, Georgia 30309

Telephone: 404-249-4175

BellSouth Advertising & Publishing Corporation

Assistant Secretary

BellSouth Enterprises Employees' Benefit Committee

59 Executive Park South, N.E.

Suite 170

Atlanta, Georgia 30329

Telephone: 404-982-7027

• BellSouth Mobility Inc

Assistant Secretary

BellSouth Enterprises Employees' Benefit Committee

Suite 600

5600 Glenridge Drive

Atlanta, Georgia 30342

Telephone: 404-847-3650

- BellSouth Human Resources Administration Inc.
- BellSouth Corporation
- BellSouth D.C., Inc.
- BellSouth Services Incorporated
- South Central Bell Telephone Company
- Southern Bell Telephone and Telegraph Company

ACTIVES:

Secretary

Employees' Benefit Committee

Suite 1400

3000 Riverchase Galleria

Birmingham, Alabama 35244

Telephone: 1-557-6179 (AL, KY, LA, MS, TN)

780-2029 (FL, GA, NC, SC)

205-733-3001, collect (all other states)

RETIREES:

Operations Manager

BellSouth Human Resources Administration

P.O. Box 54299

Atlanta, Georgia 30308-0299

Telephone: 1-557-6666 (AL, KY, LA, MS, TN) if service

provided by SCB

780-2025 (FL, GA, NC, SC) if service provided

by SB

1-800-842-1558 all other

PLAN ADMINISTRATION

BellSouth has delegated the provisions of certain administrative services for the Dental Assistance Plan, including administration of all claims for Plan benefits, to Provident Life and Accident Insurance Company, Chattanooga, Tennessee 37402. The Administrative Services Agreement between the Company and Provident governs the operation of the Plan at all times. BellSouth, and Provident with regard to administrative services delegated to it, have the sole and exclusive right and authority to determine benefits under the Plan and to interpret the provisions of the Plan and their determinations and interpretations are final and conclusive.

Provident's telephone number is

Outside Tennessee 1-800-251-6401 Tennessee 1-800-572-7343 Chattanooga 755-4900

DENIAL OF CLAIM AND APPEAL PROCEDURES

If a claim for Plan benefits is denied, either in whole or in part, you or your dependents will receive written notification from the Provident Life and Accident Insurance Company. This written notification will include:

- 1. The specific reason or reasons for the denial;
- 2. Specific reference to pertinent Plan provisions on which the denial is based;
- A description of any additional material or information necessary for the claimant to perfect the claim and any explanation of why such material or information is necessary; and
- 4. Appropriate information as to the steps to be taken if you, your dependent or a duly authorized person representing you or your dependent wish to submit a claim for review.

However, if you do not hear from Provident within 90 days after it receives your claim, submitted according to the procedures in the section of this booklet entitled "How to File a Claim," your claim is considered denied.

If a claim for benefits is denied or you or your dependent feel you have been treated unfairly with respect to the Plan, you, your dependent or other duly authorized person may appeal this denial or other action in writing within 60 days after your receipt of notification of the Provident's decision or, if no such notification is received, within 60 days after the 90 day period discussed above has lapsed.

Written request concerning any denied claim or other disputed matter should be sent directly to the Provident Life and Accident Insurance Company, Dental Claim Unit, Post Office Box 12022, Chattanooga, Tennessee 37401. The person sending the request has the right to:

- Review pertinent Plan documents which may be obtained by following the procedures described in the section of this booklet entitled "Plan Documents", page 24.
- 2. Send to Provident a written statement of the issues and any other documents in support of the claim for benefits or other matter under review.

Provident will provide a written response to the appeal within 60 days after it is received.

Provident has the exclusive right to interpret the provisions of the Plan. Their decisions are conclusive and binding. In any case, as a participant or as an enrolled dependent of a participant in the Plan, you may have further rights under the Employee Retirement Income Security Act of 1974, as described in the section of this booklet entitled "Your Rights Under ERISA."

PAYMENT OF BENEFITS

The Provident Life and Accident Insurance Company processes the claims for benefits provided by the BellSouth Dental Assistance Plan under an Administrative Services Agreement.

LEGAL SERVICE

Service of legal process in a cause of actions with respect to any and all provisions of the Administrative Services Agreement should be directed to Provident Life and Accident Insurance Company, Fountain Square, Chattanooga, Tennessee 37402.

Service of legal process concerning the Plan may be directed to the appropriate Benefit Committee Secretary or Assistant Secretary listed on pages 20 and 21 in this booklet.

PLAN RECORDS

The BellSouth Dental Assistance Plan and all of its records are kept on a calendar year basis beginning January 1 and ending December 31.

PLAN IDENTIFICATION NUMBERS

The Plan is identified by the following numbers under Internal Revenue Service rules:

#58-1533433 Employer Identification Number

-Assigned by IRS

#505 The Plan Number

-Assigned by the Company

PLAN CONTINUANCE

The Company currently intends to continue the Dental Assistance Plan for active employees, former employees and retirees, but reserves the right to amend or terminate it at any time, subject to any applicable collective bargaining agreements. No amendment shall affect payment of benefits already received prior to Plan amendment or termination.

The benefits described in this booklet reflect the provisions of the Dental Assistance Plan as outlined in the current agreements, if any, between the Participating Companies and the various unions representing employees of those Companies in collective bargaining units. Copies of these agreements are distributed or made available to employees covered by them upon request.

PLAN DOCUMENTS

This booklet is a summary of the Dental Assistance Plan and does not attempt to cover all details. Specific details are contained in the Administrative Services Agreement between Provident Life and Accident Insurance Company and the BellSouth Corporation which legally governs the operation of the Plan.

Plan participants are entitled to examine, without charge, Plan documents, including the Administrative Services Agreement, the Annual Report of Plan operations, and such other documents and reports that are maintained by the Plan and/or filed with a Federal government agency. These documents are available for review

during normal working hours at a participant's Benefit Office. If active Participants are unable to examine these documents there, they should write to the appropriate Benefit Committee Secretary or Assistant Secretary listed under "Plan Administrator" shown on pages 20 and 21 of this booklet specifying the documents to be examined and at which Company work location they wish to examine them. Copies of such documents will be made available for examination at that work location within ten days of the date the request was received. Retired participants should write to the Operations Manager listed under "Plan Administrator" shown on page 21 of this booklet.

At any time, Participants may request copies of any Plan documents by writing to the appropriate Benefit Committee Secretary or Assistant Secretary listed under "Plan Administrator" on pages 20 and 21 of this booklet. Participants will be charged a reasonable fee for copies of the documents requested.

PLAN CONTRIBUTIONS

Contributions for the coverage are made by the Company and by the employee when required.

PLAN COVERAGE

The Group Plan described in this booklet provides only DENTAL coverage.

YOUR RIGHTS UNDER ERISA

The benefits provided by the Dental Assistance Plan are covered by the Employee Retirement Income Security Act of 1974 (ERISA). ERISA was signed into law for the purpose of protecting your rights under employee benefits plans. The law does not require a company to provide benefits, but ERISA does set standards for any benefits a company wishes to offer — and it requires that you be given an opportunity to learn what these benefits are and your rights to them under the law.

It is your right to know as much as possible about your benefits. This Summany Plan Description is one way to help keep you informed.

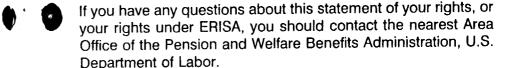
As a participant in the Dental Assistance Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- 2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. A reasonable charge may be made for such copies.
- 3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your request for a benefit under this Plan is denied, in whole or in part, you must receive a written explanation of the reasons for the denial. You have the right to formally appeal a denial for review and reconsideration as set forth in "Denial Of Claim And Appeal Procedures" on page 22. Under ERISA, there are steps you can take to enforce the rights outlined above. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a request for benefits which is denied or ignored, in whole or in part, after exhausting the Plan's appeal process you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who will pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your request is frivolous.



ADDITIONAL INFORMATION

This booklet is a *summary plan description* of the Dental Assistance Plan as required by ERISA. Specific details are contained in the Administrative Services Agreement between Provident Life and Accident Insurance Company and BellSouth Corporation. They may be looked at or obtained by following the procedures under the "Plan Documents" section of this booklet. As this summary plan description only summarizes and does not have all details of the plan, the Administrative Services Agreement governs in all cases.



COBRA CONTINUATION OF COVERAGE REQUIREMENTS

On April 7, 1986, a federal law—the Consolidated Omnibus Budget Reconciliation Act (COBRA)—was enacted requiring that most employers sponsoring group health plans offer employees and their dependents the opportunity for a temporary extension of health coverage (called "COBRA Coverage") at 102% of group rates in certain instances where coverage would otherwise end or change. (Dental Care Coverage is considered a group health plan.)

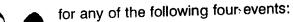
The information in this Section is intended to inform you, in a summary fashion, of your rights and obligations under COBRA. You, your spouse and your other covered dependents should read this Section carefully.

If you are an active, regular employee (or a regular employee on approved Leave of Absence) covered by the BellSouth Dental Assistance Plan (referred to in this Section as the "Plan"), you have a right to choose COBRA Coverage for yourself and your covered dependents if you lose your coverage because of the termination of your employment (for reasons other than gross misconduct on your part) or a reduction in hours.

If you are the spouse of an employee covered by the Plan, you have the right to choose COBRA Coverage for yourself and your covered dependents if your coverage ends for any of the following three events:

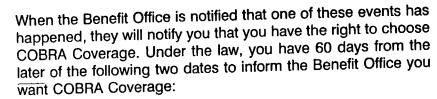
- 1. The death of your spouse; (For spouse of a retiree, death must occur within 18 months of their retirement date)
- 2. A termination of your spouse's employment (for reasons other than gross misconduct) or a reduction in hours; or
- 3. Divorce from your spouse. (For spouse of a retiree, must occur within 18 months of their retirement date)

In the case of a covered dependent, he or she has the right to elect COBRA Coverage for himself or herself if coverage ends



- The death of a covered employee or former employee; (For dependent of a retiree, must occur within 18 months of retirement date)
- 2. The termination of the covered employee's employment (for reasons other than gross misconduct) or a reduction in the covered employee's hours;
- The dependent ceases to be a dependent under the provisions of the Plan, for example, because of age or financial dependency. (For dependent of a retiree, must occur within 18 months of retirement date)

Under the law, the employee or a family member has the responsibility to inform the Benefit Office within 60 days after losing coverage because of a divorce or dependent losing dependent status as defined on page 1. The Company has the responsibility to notify the appropriate Benefit Office of the employee's death or termination of employment.



- 1. The date you would lose coverage because of one of the events described above, or
- 2. The date the COBRA Election Form is sent to you from the Benefit Office.

If you do not choose COBRA Coverage, your coverage will end in accordance with the Dental Assistance Plan's provisions.

If you choose COBRA Coverage, the Company is required to give you coverage which, as of the time coverage is being





provided, is identical to the coverage provided under the Plan to similarly situated active employees. The law requires that you be afforded the opportunity to maintain COBRA Coverage for 36 months unless you lost coverage or coverage changed because of a termination of employment. In that case, the required COBRA Coverage period is 18 months. For a spouse or dependent of a retiree, coverage would only be available up to 36 months from date of retirement. However, the law also provides that your COBRA Coverage may be cut short for any of the following three reasons:

- 1. The Company no longer provides group dental coverage to any of its employees;
- 2. The charge for your COBRA Coverage is not paid on a timely basis; or
- 3. You become covered as an employee or otherwise under another group plan.

You do not have to show that you are insurable to elect COBRA Coverage. However, under the law, you will have to pay up to 102% of the group rate for your COBRA Coverage. If you are receiving Social Security disability benefits, the 18-month period may be extended to a 29-month period by paying 150% of the group rate during the 19 through 29 months. At the appropriate time, the Company will provide you with information on how to elect continued coverage under COBRA.

At the end of the COBRA Continuation Coverage period, your coverage under the Dental Assistance Plan will terminate. There is no conversion allowed under the Dental Assistance Plan.

PART II

LOCATION LIST

To find out what your scheduled allowances are for Part "B" services, follow these steps:

- Consult the location list, below, to find out which schedule applies to you. It is keyed to the dentist's location.
- Refer to the Schedule of Allowances, on the following pages, to determine benefits payable.

Dentist's Location	Schedule No.
Alabama City of Montgomery (Zip Codes beginning with 361 only Remainder of State (including zip code)	e 369)
Alaska	
Arizona	
Arkansas City of Little Rock (Zip Codes beginning with 722 only Remainder of State	/)ll l
California Greater Los Angeles Area (Zip codes beginning with 900-918 and 926-931 only)	
Colorado Greater Denver Area (Zip Codes beginning with 800-803) Remainder of State	3 only)ll



Dentist's Location Schedule No.
Indiana Indianapolis Area (Zip Codes beginning with 460-462 only)
lowa
Kansas
Kentucky
Louisiana City of Baton Rouge (Zip Codes beginning with 708 only)
Maine
Marylandll
Massachusetts
Michigan Detroit Area (Zip Codes beginning with 480-483 only)
Minnesota Minneapolis-St. Paul (Zip Codes beginning with 551-554 only)



Dentist's Location	Schedule No
Mississippi City of Jackson (Zip Codes beginning with 392 Remainder of State	2 only)
Missouri Greater St. Louis Area (Zip Codes beginning with 630 Greater Kansas City Area (Zip Codes beginning with 640 Remainder of State	0-633 only)
Montana	
Nebraska City of Omaha (Zip Codes beginning with 681 Remainder of State	only)
Nevada	
New Hampshire	
New Jersey Southern New Jersey (Zip Codes beginning with 080 Remainder of State	-084 only)
New Mexico	
Westchester and Putnam Countie (Zip Codes beginning with 105 Northern NY State (Zip Codes beginning with 128 and 136 only) Southern NY State (Zip Codes beginning with 127 147, and 148-149 only) Remainder of State	es -108 only)ll , 129 , 137-139,
Iorth Carolina	11

Dentist's Location	•	Schedule No
North Dakota		
Greater Cincinnati (Zip Codes begi	nning with 440- Area nning with 450-	.441 only)ll .452 only)
Tulsa Area (Zip Codes begi	nning with 730- nning with 740-	.731 only)l
Oregon		
		only)ll
Rhode Island		
South Carolina Charleston Area (Zip Codes beging Remainder of States	nning with 294	only)
South Dakota		•••••
City of Memphis (Zip Codes begi	nning with 381	only)

Dentist's Location	Schedule No.
City of Houston (Zip Codes beginning with 770-772 of Houston Area, including Beaumont) (Zip Codes beginning with 773-777 of Dallas, Fort Worth and Waco Areas) (Zip Codes beginning with 750-752, 760-761 and 766-767 only)	only)
Utah	
Vermont	l
Virginia Washington, D.C. Area (Zip Codes beginning with 220-223 of Remainder of State	
Washington Seattle, Tacoma and Area (Zip Codes beginning with 980-984 of Remainder of State	only)ll
West Virginia Charleston Area (Zip Codes beginning with 250-253 of Wheeling Area (Zip Codes beginning with 260 only) Remainder of State	
Wisconsin	

Dentist's Location	•	Schedule No.
Outside U.S.A.		

NOTE: Schedules reflect differences in dental benefits by geographic area.





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Partial Listing of Schedules of Allowances for Type B **Services Most C**

Commonly Performed		•	•	
	Sche	edules	:	
1	11	Ш	IV	
rface				

Services:	Schedules:				
Restorations	1	11	III	IV	
Amalgam one surface deciduous	\$ 19	\$ 22	\$ 25	\$ 28	
deciduousAmalgam three surfaces	25	29	. 33	37	
deciduous Amalgam one surface	30	35	39	44	
permanent	20	23	25	28	
permanent Amalgam three surfaces	26	30	35	39	
permanent Silicate Cement – per	32	38	43	48	
restoration	18	21	23	26	
Acrylic or Plastic Composite Resin — one	18	21	23	26	
surface Composite Resin — two	23	26	30	32	
surfaces Composite Resin — three	30	35	39	44	
surfaces	38	44	51	56	
Inlay, Gold — two surfaces	189	217	247	275	
Inlay, Gold — three surfaces	196	226	255	285	
Crowns Plastic with semiprecious					
metal crown	210	242	275	306	
Full Porcelain Crown Porcelain with semiprecious	243	279	316	352	
metal crown	225	260	293	327	
Gold Full Cast Crown	230	265	299	334	
Gold ³ / ₄ Cast Crown	231	268	302	338	
Stainless Steel Crown Pulp Cap — Direct	50 12	58 14	66 16	73 18	



	Services:		Schedules:			
	Root Canal Therapy	1	II	Ш	IV	
	One Canal (traditional)	\$140 185 215	\$160 214 248	\$183 241 281	\$204 269 313	
	Periodontics					
	Gingival Curettage — per quadrant Gingivectomy — per quadrant Osseous Surgery — including flap entry and closure per quadrant	35 90 222	40 103 255	45 117 289	52 131 322	
	Prosthodontics					
)	Complete Dentures Including 6 Months' Post-Delivery Care:					
	Complete Upper Complete Lower Immediate Upper Immediate Lower	307 298 323 298	355 343 372 343	401 389 421 389	448 434 470 434	
	Partial Dentures Including 6 Months' Post-Delivery Care:					
	Upper With 2 Chrome Clasps Lower With Chrome Lingual	317	366	414	462	
	Bar, 2 Clasps, Acrylic Base Lower With Chrome Lingual	313	361	409	456	
	Bar, 2 Clasps, Cast Base Upper With Chrome Palatal	311	358	405	452	
	Bar, 2 Clasps, Acrylic Base	322	370	419	468	

Partial Listing Con't.

Services:

Upper With Chrome Palatal Bar, 2 Clasps, Cast Base 299 345 391 436 Full Cast Partial With 2 Chrome Clasps (Upper) 343 497 **Bridge Pontics** IV Cast Gold \$220 \$253 \$286 \$320 Slotted Pontic..... 191 220 249 278 Porcelain Fused to Semiprecious Metal 285 319 219 Plastic Processed to Semiprecious Metal 281 313 216 248 **Oral Surgery** Simple Extractions Single Tooth 20 24 26 30 Each Additional Tooth 19 22 25 28 Surgical Extractions Extraction of tooth, erupted...... 36 52 Extraction of tooth, partial bony impaction 80 105 117 Extraction of tooth, complete bony impaction 125 140 96 110

Schedules:



Orthodontics (Maximum Lifetime Benefit \$1,000 for covered persons age 20 or over and \$1,320 for covered persons under age 20)

Appliances for tooth guidance				
Fixed or removable	125	145	164	183
Comprehensive Orthodontic				
Treatment				
Preliminary Study including X-rays, etc. and treatment plan First month of treatment	76	87	99	110
including appliances Active treatment per month	386	446	504	563
after first month	48	55	63	69
Miscellaneous Services				
Sealants – per quadrant	11	14	18	21



PART III

Definition of Common Dental Terms

ABUTMENT

Terminal tooth or root that retains or supports a bridge or a fixed or removable prosthesis

ANESTHESIA

Local. The condition produced by the administration of specific agents to achieve the loss of conscious pain response in a specific location or area of the body

General. The condition produced by the administration of specific agents to render the patient completely unconscious and completely without conscious pain response

ANESTHETIC

A drug that produces loss of feeling or sensation either generally or locally

APPLIANCE

A device used to provide function or therapeutic (healing) effect

Fixed. One that is cemented to the teeth or attached by adhesive materials

Prosthetic. Used to provide replacement for a missing tooth

BITEWING

Dental X-ray showing approximately the coronal (crown) halves of the upper and lower jaw

BRIDGEWORK

Fixed. Partial denture retained with crowns or inlays cemented to the natural teeth, which are used as abutments





Fixed-removable. One which the dentist can remove but the patient cannot

Removable. A partial denture retained by attachments which permit removal of the denture normally held by clasps

CROWN

The portion of a tooth covered by enamel

DENTAL HYGIENIST

A person who has been trained and licensed to remove calcareous deposits and stains from the surfaces of the teeth, and in providing additional services and information on the prevention of oral disease

DENTIST

A person duly licensed to practice dentistry by the governmental authorities having jurisdiction over the licensing and practice of dentistry in the locality where the service is rendered. As used in this dental expense plan, the term "dentist" also includes a licensed physician authorized by his license to perform the particular dental service he has rendered



DENTURE

A device replacing missing teeth

FIXED BRIDGE

A prosthesis which replaces one or several teeth and which is cemented in place in the mouth. It consists of one or more pontics held in place by one or more retainers on the abutment teeth

FLUORIDE

A solution of fluorine which is applied topically to the teeth for the purpose of preventing dental decay





IMPRESSION

A negative reproduction of a given area. Example: in bridgework, an impression of a tooth (abutment) which has been prepared for an inlay or crown

INLAY

A restoration made to fit a prepared tooth cavity and then cemented into place

MALOCCLUSION

An abnormal relation of the opposing teeth when brought into habitual opposition

ONLAY

An occlusal rest or restoration that is extended to cover the entire surface of the tooth. It often is used to restore lost tooth structure and increase height of tooth

ORTHODONTICS

The branch of dentistry primarily concerned with the detection, prevention and correction of skeletal or dental malocclusions. Commonly, straightening teeth

PARTIAL DENTURE

A prosthesis that replaces one or more, but less than all, of the natural teeth and associated structures and that is supported by the teeth and/or the gums; may be removable or fixed, one side or two sides

PERIAPICAL

Enclosing or surrounding the tissues and bony sockets of the teeth

PONTIC

The part of a fixed bridge which is suspended between the abutments and which replaces a missing tooth or teeth

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PROPHYLAXIS

The removal of tarter and stains from the teeth. The cleaning of the teeth by a dentist or dental hygienist

PROSTHESIS

An artificial replacement of one or more natural teeth and/or associated structures

RESTORATION

A broad term applied to any inlay, crown, bridge, partial dentures, or complete denture that restores or replaces loss of tooth structure, teeth or oral tissue. The term applies to the end result of repairing and restoring or reforming the shape, form and function of part or all of a tooth or teeth

ROOT CANAL THERAPY

(Endodontic Therapy) Treatment of a tooth having a damaged pulp. Usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with sealing material



SCALE

To remove calculus (tartar) and stains from teeth with special instruments

TOPICAL

Painting the surface of teeth as in fluoride treatment, or application of a cream-like anesthetic formula to the surface of the gum





APPENDIX 7

THE BELLSOUTH GROUP LIFE PLAN

SUMMARY PLAN DESCRIPTION

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REVISED JULY, 1988

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CERTIFICATE OF INSURANCE

Ætna Life Insurance Company of Hartford, Connecticut underwrites the following parts of the plan:

Life insurance for regular employees and retired employees other than Class I retired employees

Life insurance amounts up to \$50,000 for Class I retired employees

Accidental death and dismemberment insurance for regular employees

Any reference to "insurance" in the booklet means only the parts of the plan underwritten by Ætna Life Insurance Company. The booklet describes the main parts of the group insurance policy GP-600000. The booklet is not the contract of insurance. The complete terms of the plan provided by insurance are set forth in the group insurance policy. The terms of the group insurance policy will govern.

The insurance benefits and main provisions of the group insurance policy as described in the booklet are effective only if:

You are eligible for insurance; and you become insured; and you remain insured as required in the insurance policy.

If you become insured, the provisions of the booklet which describe insurance benefits will become your certificate of insurance; and replace and supersede any and all certificates of insurance issued by Ætna under the group insurance policy.

ÆTNA LIFE INSURANCE COMPANY

President

GLH-600000

PARTICIPATING COMPANIES

The Group Life Plan is available to the following Companies (referred to in this booklet as the "Company") who are eligible for coverage under this Plan:

BellSouth Advanced Systems, Inc.

BellSouth Advertising & Publishing Corporation

BellSouth Corporation

BellSouth D.C., Inc.

BellSouth Enterprises, Inc.

BellSouth Financial Services Corporation

BellSouth Government Systems, Inc.

BellSouth Information Systems, Inc.

BellSouth International, Inc.

BellSouth Mobility Inc

BellSouth Services

BellSouth Systems Technology, Inc.

South Central Bell Advanced Systems, Inc.

South Central Bell Telephone Company

Southern Bell Advanced Systems, Inc.

Southern Bell Telephone & Telegraph Company

Sunlink

This list of Participating Companies may be changed from time to time. You may contact your Benefit Office if you have any questions about whether your employer is a Participating Company.

INTRODUCTION

The Group Life Plan has a two-fold purpose. It is designed to assist your family through a trying financial period in case of your death either before or after retirement. It also helps financially if you should lose sight or limb as a result of an accident while an active employee.

The Group Life Plan provides two types of insurance at no cost to the eligible employee:

- Life Insurance
- Accidental Death and Dismemberment (AD&D)

The Group Life Plan was originally adopted on March 11, 1957 and has been amended several times since. This booklet contains the most recent changes to the Plan as of July 1, 1988. Supplementary Life Insurance, underwritten by Ætna Life Insurance Company, has been discontinued for all employees, except certain totally disabled former employees as specified in Section 8, effective June 30, 1987. Effective January 1, 1987, the Company assumed complete financial liability as to amounts equal to the excess, if any, of life coverage over \$50,000 provided for Class I retired employees. These benefits are not insured with Ætna Life Insurance Company, but will be paid from the Company's funds. Ætna will continue to provide certain administrative services including processing claims for these benefits.

The term "Class I retired employee" means each retired employee other than an employee who both (i) had attained age 55 on or before January 1, 1984 and (ii) either was employed by the Company at any time during 1983 or retired from the Company on or before January 1, 1984.